

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-11-60592

HUD# 07-11-0532-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

HOWARD PHIPPEN

102 Elm Street

Milo, IA 50166

PEGGY PHIPPEN

102 Elm Street

Milo, IA 50166

COMPLAINANT

SUSAN BENNETT

112 Spruce Street

Milo, IA 50166-1059

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

The Complainant alleged Respondents discriminated against her when they made discriminatory statements due to the disability status (disabled) of her minor son and her familial status (presence of minor children in the household), and attempted termination of her tenancy after they learned her son had a dog as a service animal. Respondents deny Complainant's allegations. Respondents own and manage the subject property located at 102 Elm Street, Milo, Iowa 50105.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree not to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with that dwelling on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the terms and conditions of rental because of a disability or because the buyer or renter has minor children in his/her household. 3604(f)(2)(c) and 42 U.S.C. 3604(b); Iowa Code §§ 216.8A(3)(b)(3) and 216.8(1)(b).

4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

#### New Policy and Practice

6. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a

service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

#### Voluntary and Full Settlement

7. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

11. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

## Release

12. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Future Advertising – Fair Housing Logo

13. Respondents agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

## Relief for Complainant

14. Respondents agree to release Complainant from the terms of her rental agreement effective July 16, 2011. Respondents agree not to seek any monies from Complainant for terminating the rental agreement before its expiration date.

15. Respondents agree to waive the remaining \$178.40 balance Complainant owes Respondents for unpaid rent, utility charges, and damages to property. Respondents agree they will not pursue recovery of the \$178.40 owed in small claims court or in any other process or proceeding. Respondents hereby waive, release, and covenant not to sue Complainant with respect to unpaid rent, utility charges, or damages to property concerning Complainant's tenancy at 102 Elm Street, Milo, Iowa 50166.

Signatures on Following Page (Page 5)

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Howard Phippen, RESPONDENT

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Date

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Peggy Phippen, RESPONDENT

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Date

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Susan Bennett, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

Monetary Value of the Settlement to Complainant:

Rs waive balance for unpaid rent, utility charges, and damages to property = \$178.40

Total Value = \$178.40